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AUG 27 2003

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

LUTHER J. THOMAS, Clerk  
By: *[Signature]*  
Deputy Clerk

EARTHLINK, INC.,

Plaintiff,

v.

JOHN DOES 1-25 (the "Alabama  
Spammers"); JOHN DOES 26-50  
(the "Vancouver Spammers"); and  
JOHN DOES 51-100,

Defendants.

CASE NO. \_\_\_\_\_

1:03-CV-2559

GET

**VERIFIED COMPLAINT FOR INJUNCTION AND DAMAGES**

Plaintiff EarthLink, Inc. ("EarthLink" or "Plaintiff") files this Verified Complaint For Injunction And Damages against John Does 1-25 (the "Alabama Spammers"), 26-50 (the "Vancouver Spammers"), and John Does 51-100 (all 100, collectively, "Defendants") and shows as follows:

**Jurisdictional Allegations**

1.

Plaintiff EarthLink is a Delaware Corporation with its principal place of business at 1375 Peachtree Street N.E., Atlanta, Fulton County, Georgia 30309. Defendants, whose names and identities are not yet known (the "John Doe" Defendants), committed illegal acts intended to and that did cause harm to EarthLink in the State of Georgia. As soon as EarthLink learns the identity(s) of these John Doe Defendants, EarthLink will file

FORMS RECEIVED  
Consent To US Mag.  
Pretrial Instructions  
Title VII NTC

SKW

an Amended Complaint identifying these Defendants and will serve these Defendants. Defendants maintain systematic and continuous contacts with Georgia via the below-described e-mail and Internet-related crimes and schemes. Defendants are also subject to jurisdiction pursuant to, among other sources, the Georgia Long-Arm Statute (O.C.G.A. § 9-10-91), the principles set forth in Calder v. Jones, 465 U.S. 783, 104 S. Ct. 1482, 79 L. Ed. 2d 804 (1984), and the forum selection clause in EarthLink's Internet Service Agreement, which is applicable to anyone, whether or not an EarthLink Member, who uses or accesses EarthLink's Internet-related systems and services.

2.

This Court has subject matter jurisdiction.

3.

Venue is proper in this judicial district.

**Factual Allegations Common To All Counts**

**Parties and Background Facts**

E-mail Violations On The Internet:  
Spamming, Spoofing, Theft, and Fraud

4.

The acts complained of herein were committed by Defendants through use of the Internet. Often called the "Information Superhighway," the Internet is a complex communications network that links private and public computer networks, systems, and

individuals. It consists of computers and computer databases connected primarily through telephone lines, fiber optic cables, and other high-speed dedicated lines. A small portion of the components of the Internet are owned by governmental organizations. Most components, however, are proprietary and are owned and/or administered by "Internet Service Providers" ("ISPs"). ISPs own computers and other devices that enable their customers to obtain various services including Internet access and the ability to communicate with other Internet users via electronic mail ("e-mail"). In many ways, the Internet resembles our highway transportation system. The phone lines are similar to highways over which goods are transferred from one location to another. Likewise, the computer domain sites operated by Internet users are similar to privately-owned warehouses in which goods are stored and from which they are disseminated to various destinations.

5.

The e-mail systems of the various ISPs serving Internet users around the world were created solely for the benefit of the respective ISPs and their subscribers. The use restrictions imposed by most ISPs, as well as by State and federal law, impose restraints on the manner in which those systems may be used. Among the types of prohibited conduct is the sending of unsolicited commercial e-mails. (See, e.g., CompuServe, Inc. v.

Cyber Promotions, Inc., 962 F. Supp. 1015 (S.D. Ohio 1997)). The EarthLink Acceptable Use Policy, which governs the use of the EarthLink addresses and equipment, likewise prohibits such activities. This electronic junk mail is often referred to pejoratively as "spam". It is prohibited because it constitutes a trespass, conversion, and invasion of privacy; because it jeopardizes the performance and viability of the ISP's computer system; because the victim users and ISPs must pay for resources used to deliver the e-mails; and because the advertised products and services are often fraudulent and/or illegal.

6.

"Spam" is the equivalent of a COD package that the recipient is forced to accept, or a series of collect calls that the recipient has no way to decline and that tie up and adversely affect the performance of the recipient's phone system. Such junk e-mail impairs the efficiency of the Internet as a whole and of the Internet-related and proprietary services offered by the victim ISPs. Further, this junk mail illegally causes the user-recipients to incur additional expenses of time, money, and computer resources in relation to the storage, review, and inevitable deletion of the unwanted spam. Finally, and perhaps most importantly, this junk e-mail severely and irreparably damages the business reputation of innocent individuals or companies who are often falsely identified or implicated by the

spammer as having had some role in the origination or transmission of the offending e-mail.

7.

Such misidentification is pejoratively known as "spoofing" and represents actionable conduct as to any ISP, e-mail service, or other entity wrongfully and falsely identified as having been associated with the e-mail. This fraudulent and deceitful misidentification of the source of a message may be accomplished, among other means, by:

- \* manipulating the message header to alter the identification of the sender's true name and domain (i.e., manually forging the originating address);
- \* reference in the text of the message to a particular person or entity; and/or
- \* by routing the e-mail or message through the innocent ISP's system and otherwise converting that ISP's finite computer resources to create a trail that falsely indicates that the ISP was voluntarily involved in the sending and/or transport of the spam.

8.

The depth and degree of the universal hatred of unsolicited commercial e-mail by Internet users is amazing. Indeed, the primary portion of a victimized party's damages arises from the incredible and inevitable backlash of complaints and anger by the

e-mail recipients against the innocent entity(s) wrongfully believed by the recipients to have sent or helped send the e-mail. With the sending of each illegal e-mail, the innocent party's reputation is damaged, and money and manpower are wasted as the party attempts to respond to the complaints and to identify the true spammer/spoofers. Further, the "spoofing" complained of herein is harmful and illegal because it represents the wrongful use of the innocent company's name and marks.

Plaintiff EarthLink, Inc.

9.

Plaintiff EarthLink is one of the largest ISPs in the world, providing Internet connectivity and e-commerce-related services to roughly 5 million individuals and businesses from more than 5,000 points of presence ("POPs"). Among the Internet-related services offered by EarthLink is e-mail service, by which EarthLink's members are allowed to compose, send, and retrieve e-mail messages. EarthLink members may send and receive e-mails to and from other EarthLink members, as well as any other Internet users. EarthLink's costs of doing business are borne in part by membership fees and service fees paid by its members and by advertisers and sponsors, whose "banner style" ads and/or links appear at various points on the EarthLink web site. EarthLink carries on the dedication to customer service and satisfaction of its predecessor companies, including EarthLink Network, Inc. and

MindSpring Enterprises, Inc., who merged in February 2000 to form EarthLink.

10.

EarthLink has invested substantial sums of money in developing and marketing its Internet-related and e-mail-related services. EarthLink's e-mail system is operated through dedicated computers known as "servers" which store and route e-mail messages for EarthLink members. The system was created and is maintained solely for the benefit of EarthLink's members, who must agree to specific terms of use prior to activation of their accounts. These terms include, and have at all relevant times included, strict prohibitions against use of the EarthLink system or name in relation to spamming or spoofing, as well as the use of false or fraudulent information in relation to account activation. A true and correct copy of the EarthLink Internet Service Agreement, to which all "dial-up" Internet account holders must agree, is attached hereto at Exhibit A. Furthermore, a true and correct copy of the EarthLink Acceptable Use Policy, to which all EarthLink members and all other users of the EarthLink system must agree, is attached hereto at Exhibit B.

11.

Each EarthLink member is given a unique EarthLink address so that he or she can send and receive e-mail via personal computer. Each member's address consists of a unique name selected by the

member plus the EarthLink domain designation. For example, user John Doe III might choose "johndoeIII@earthlink.net" as his e-mail address. Some EarthLink users have e-mail addresses that end in other domains (such as "mindspring.com"), which are a carry-over from the EarthLink/Mindspring merger and other acquired companies/domains. EarthLink's mail servers have a finite capacity designated to accommodate the demands imposed by EarthLink's members.

12.

EarthLink's computer system is not designed to accommodate, and is vulnerable to disruption by, indiscriminate mass mailings, as described below, from irresponsible and criminal parties like Defendants.

Defendants And Their Wrongful Acts - Generally

13.

Defendants are criminals. They have engaged in illegal acts, including credit card theft and/or the receipt and use of stolen credit card numbers or computer accounts, fraud, spamming, and spoofing. Specifically, they have engaged in unsolicited commercial e-mail campaigns in relation to which they have: converted and trespassed upon EarthLink's computer equipment for their own purposes; stolen and resold Internet-related services from EarthLink or knowingly received services stolen by someone else); stolen passwords and credit-card numbers from innocent



third-parties (or knowingly received the same); infringed upon the intellectual property of EarthLink; damaged EarthLink's business reputation; and/or otherwise committed the wrongful acts described below.

Defendants' Theft, Fraud, Spamming  
And Spoofing Schemes And The Resulting Damages

14.

Defendants have engaged in a massive scheme of theft, spamming, and spoofing, and have intentionally disregarded the harm and damages caused to their victims. Each Defendant has at all times been aware of the illegality of and harm caused by his spamming and spoofing schemes. The specific illegal acts of the defendants include those described below. Sample spam from these Defendants is attached hereto at Exhibit C.

(a)

John Does 1-25 include those people or entities collectively dubbed the "Alabama Spammers" by EarthLink's Abuse Department. Prior to and throughout 2003, the Alabama Spammers have used stolen and/or bogus credit card numbers and bank account numbers to fraudulently purchase hundreds of dial-up Internet accounts from EarthLink. The Alabama Spammers then use the stolen EarthLink accounts in furtherance of their illegal campaigns of unsolicited commercial e-mail. The name assigned to these spammers by EarthLink (the "Alabama Spammers") arises from the

frequent use by these spammers of phone lines in or around Birmingham, Alabama to connect to EarthLink POPs in that area. The Alabama Spammers' criminal organization is technologically sophisticated and includes the following characteristics:

- the use of automated dialing and log-on devices that can attempt thousands of connection attempts per hour;
- the use of certain of the stolen EarthLink accounts as "monitor accounts," which the Alabama Spammers include in their spam mailing lists and then periodically check to ensure that their spam e-mails are not being filtered or otherwise intercepted by EarthLink;
- the use by the Alabama Spammers of a hierarchy of bogus names, false addresses, and non-existent corporate entities to disguise the true identities of the involved individuals; and
- the use of dynamically-hosted web sites, in relation to which a given Alabama Spammer posts his web site at the dynamic IP address assigned by EarthLink to the his computer when he connects to the Internet using a stolen EarthLink dial-up account.

The dubious products and services advertised in the Alabama Spammers' illegal e-mails include "herbal Viagra," adult matchmaking services, and spam-for-hire services.

(b)

John Does 26-50 include those people or entities collectively dubbed the "Vancouver Spammers" by EarthLink's Abuse Department. The working name "Vancouver Spammers" arises from the frequent use by these spammers of phone lines in or around Vancouver, British Columbia to connect to EarthLink POPs in that

area of Canada. Prior to and throughout 2003, John Does 26-50 have used stolen and/or bogus credit card numbers and bank account numbers to fraudulently purchase hundreds of dial-up Internet accounts from EarthLink. The Vancouver Spammers in turn use the stolen EarthLink accounts in furtherance of their illegal campaigns of unsolicited commercial e-mail, which almost always involve a category of Internet fraud/identity theft known as "phishing" (the "hacker-speak" spelling of "fishing"). Pursuant to this scam, the Vancouver Spammers use the EarthLink e-mail system to send massive numbers of fraudulent e-mails to Internet users in which the Vancouver Spammers impersonate the recipient users' ISP (often America Online). The e-mails direct the recipient/victim to respond with credit card information, account/password information, social security number, and/or other similarly confidential information. The bogus e-mail typically claims that the victim's ISP has lost the victim's account payment information or has otherwise experienced payment-related problems in relation to the victims account. The e-mail directs the victim to provide the requested information via either a return e-mail or a similarly-bogus, linked-to web site made to look like an "official" site.

(c)

John Does 51-100 include other people or entities who have used stolen and/or bogus credit card numbers and bank account

numbers to fraudulently purchase dial-up Internet accounts from EarthLink and/or who have used EarthLink's Internet resources in furtherance of illegal campaigns of unsolicited commercial e-mail.

15.

EarthLink's phone lines, servers, and computers have been bombarded with a multitude of complaint calls and e-mails from Internet users and other Internet-related companies and ISPs around the world who complained of the Defendants' illegal acts and/or who thought that EarthLink had somehow participated in or condoned those bad acts, or had failed to take reasonable steps to prevent these acts.

16.

EarthLink has been forced to devote substantial time and resources to the problems caused by Defendants' illegal acts. These acts have resulted in substantial money damages for EarthLink, including loss of reputation and lost profits.

17.

Defendants were, of course, aware of the illegal nature and consequences of their credit card and password fraud and theft and their spamming and spoofing at all times. Furthermore, Defendants knew that the quantity of complaints and returned mail resulting from their spamming scheme would damage the reputation of EarthLink and the performance of its systems.

18.

Defendants likewise knew that their use of EarthLink's name and computers was not authorized. Finally, Defendants also knew that they were prohibited from spamming EarthLink accounts with their illegal e-mails.

19.

Defendants have at all relevant times been aware of the damage to all legitimate and ethical Internet users and Internet-related companies caused by their illegal acts.

**COUNT I**  
**FEDERAL CIVIL RICO VIOLATIONS**

20.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 19 above as if the same were set forth herein in full.

21.

18 U.S.C. § 1964 creates a private cause of action for persons and entities injured by violations of 18 U.S.C. § 1962 (the federal Racketeer Influenced & Corrupt Organizations Act).

22.

Defendants' theft, e-mail schemes, mail fraud, and wire fraud detailed above constitute "racketeering activity" as that term is defined in 18 U.S.C. § 1961. The predicate acts committed by Defendants include violation of 18 U.S.C. §§ 1343

and 1344.

23.

Defendants' theft, scams, and schemes detailed above constitute a pattern of racketeering activity, as required by 18 U.S.C. § 1961.

24.

In violation of 18 U.S.C. § 1962(a), Defendants have, through the pattern of racketeering activity described above and through the income derived therefrom, used and/or invested such income and its proceeds to acquire, establish and operate an enterprise engaged in and affecting interstate and foreign commerce.

25.

In violation of 18 U.S.C. § 1962(b), Defendants have, through the pattern of racketeering activity described above and through the proceeds derived therefrom, acquired and/or maintained, directly or indirectly, an interest in and/or control of an enterprise engaged in and affecting interstate and foreign commerce.

26.

In violation of 18 U.S.C. § 1962(c), Defendants have, through a pattern of racketeering activity, conducted and participated in, directly or indirectly, an enterprise engaged in and affecting interstate and foreign commerce.

27.

In violation of 18 U.S.C. § 1962(d), Defendants have conspired and/or endeavored to violate the provisions of 18 U.S.C. §§ 1962 (a), (b) and (c).

28.

Pursuant to 18 U.S.C. § 1964, Defendants are liable to EarthLink for three times EarthLink's actual damages, punitive damages, attorney fees, investigative costs, and all other costs associated with or necessitated by the present litigation.

29.

Pursuant to 18 U.S.C. § 1964, EarthLink is entitled to a preliminary injunction and a permanent injunction directing Defendants to cease and desist from the above-described conduct.

**COUNT II**  
**VIOLATION OF THE ELECTRONIC**  
**COMMUNICATIONS PRIVACY ACT**

30.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 29 above as if the same were set forth herein in full.

31.

Defendants have and are engaged in acts constituting a violation of Chapter 121 the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.

32.

EarthLink owns computer systems through which electronic communication services are provided to their respective customers.

33.

Defendants, through means of a computer(s) used in interstate commerce, intentionally obtained access to EarthLink's facilities by causing to be transmitted into or through EarthLink's systems excessive amounts of unsolicited electronic communications. Defendants' access to EarthLink's systems occurred without EarthLink's authorization and beyond the bounds of any authorization Defendants might reasonably claim. Defendants' acts complained of herein were done knowingly and with the specific intent of assisting in Defendant's scheme to distribute for profit, on an unsolicited, illegal, and improper basis, their own promotional material and advertisements.

34.

Defendants' violations of the Electronic Communications Privacy Act have caused and/or contributed to the cause of damage and/or diminution of speed and utility to the computers, computer systems, networks, information, data and programs of EarthLink's servers and computer systems. This damage and diminution of performance prevent or diminish the authorized access to and/or use of EarthLink's systems by EarthLink's own customers and personnel thereby causing injury to EarthLink.



35.

Defendants' violations of the Electronic Communications Privacy Act have caused and continue to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts of conversion, thereby causing EarthLink further immediate and irreparable damage.

36.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT III**  
**VIOLATION OF THE COMPUTER**  
**FRAUD AND ABUSE ACT**

37.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 36 above as if the same were set forth herein in full.

38.

Defendants have and are engaged in acts constituting violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq.

39.

EarthLink maintains one or more computers as defined in § 1030(e) of the Computer Fraud and Abuse Act through which e-mail transmissions are received, stored and/or disseminated.

40.

Defendants, without authorization, or at the very least exceeding any authorization which they might have reasonably claimed, knowingly and willfully caused, through the means of a computer used in interstate commerce, the transmission of one or more programs, information, codes or commands to EarthLink's computer facilities, with the intent, or at the very least, with reckless disregard of a substantial and unjustified risk, that their transmissions would damage, or cause damage to, a computer, computer system, network, information, data or program of EarthLink's respective computer facilities. This is especially true in relation to such use and access accomplished through stolen credit cards and stolen passwords/accounts.

41.

Defendants' willful transmission of one or more programs, information, codes or commands (including those messages arising

from the false return address on their undeliverable e-mails) to EarthLink's computer facilities have in fact caused or contributed to damage to or diminished performance of the computer, computer systems, networks, information, data, and programs which comprise said facilities and furthermore have caused the withholding and denial of use of the computers, computer services, systems, networks information, data and programs of EarthLink's computer facilities, thereby causing injury to EarthLink.

42.

The foregoing acts and conduct of Defendants have caused, and if not enjoined will continue to cause, loss or damage to one or more other persons, including EarthLink, of a value aggregating \$1,000 or more during the applicable one year period.

43.

As a result of Defendants' acts, EarthLink has suffered and continue to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

44.

The above-mentioned acts by Defendants were despicable in

nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT IV**  
**UNFAIR COMPETITION THROUGH**  
**FALSE DESIGNATION (LANHAM ACT)**

45.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 44 above as if the same were set forth herein in full.

46.

Defendants have and are engaged in acts of unfair competition through the use of false designations of origin and false advertising in violation of Section 43(a) of the Trademark Act of 1946, 15 U.S.C. § 1125(a).

47.

Defendants have used and are using the domain name and service mark "earthlink.net" in relation to their illegal e-mails. Accordingly, Defendants have made and are making false express and implied representations that their services and junk e-mails originate with, are associated with, and/or are endorsed by EarthLink in such a manner as to create a likelihood of confusion among the recipients and readers of those e-mails,

thereby inducing the belief that, contrary to fact, Defendants' advertisements are rendered, sponsored, or otherwise approved by, or connected with EarthLink.

48.

Defendants' acts have damaged, impaired and diluted that part of EarthLink's goodwill and good name symbolized by this domain and by the EarthLink name to EarthLink's immediate and irreparable damage. This is especially true insofar as Defendants' acts induce those viewing or receiving Defendants' advertisements to conclude incorrectly on the basis of this misrepresentation that EarthLink was somehow connected with, condoned, or participated in the illegal e-mails and schemes.

49.

Defendants' use of EarthLink's "earthlink.net" domain name and service mark in connection with their illegal acts and e-mails constitutes use of a false designation of origin, and Defendants' representations that their services and advertisements originate with or are endorsed by EarthLink constitute a use of false descriptions or representations of fact, within the meaning of Section 43(a) of the Trademark Act of 1946, 15 U.S.C. § 1125(a). Further, Defendants' use of EarthLink's domain name/service mark "earthlink.net" constitutes unfair competition entitling EarthLink to remedies afforded pursuant to Section 43(a) of the Trademark Act of 1946, 15 U.S.C.

§ 1125(a).

50.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

51.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT V**  
**DILUTION OF FAMOUS MARK (LANHAM ACT)**

52.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 51 above as if the same were set forth herein in full.

53.

Defendants have and are engaged in acts constituting service mark dilution in violation of Section 43(c) of the Trademark Act of 1946, 15 U.S.C. § 1125(c).

54.

Defendants have made commercial use of the name and mark "earthlink.net" with the willful intent to trade on EarthLink's reputation and to cause dilution of the famous mark/name "earthlink.net".

55.

Defendants' use of this name and mark began long after EarthLink's mark and name had become well-known and famous.

56.

Defendants' use of this name and mark causes dilution of its distinctive quality.

57.

Defendants' use of this name and mark lessens its capacity to identify and distinguish EarthLink's goods, services, and customers.

58.

Defendants' activities complained of herein constitute service mark dilution within the meaning of Section 43(c) of the Trademark Act of 1946, 15 U.S.C. §§ 1125(c).

59.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

60.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT VI**  
**GEORGIA CIVIL RICO VIOLATIONS**

61.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 60 above as if the same were set forth herein in full.

62.

O.C.G.A. § 16-14-6(c) creates a private cause of action for



persons and entities injured by violations of O.C.G.A. 16-14-4 (Georgia's "RICO" or Racketeer Influenced & Corrupt Organizations Act).

63.

Defendants' fraudulent scams and schemes detailed above (and, in fact, each individual e-mail sent by Defendants) constitute "racketeering activity" as that term is defined in O.C.G.A. § 16-14-3(3).

64.

Defendants' e-mails and illegal Internet-related schemes constitute a pattern of racketeering activity, as required by O.C.G.A. § 16-14-3(2).

65.

In violation of O.C.G.A. § 16-14-4(a), Defendants have, through the pattern of racketeering activity described above and through the proceeds derived therefrom, acquired and/or maintained, directly or indirectly, an interest in and/or control of an enterprise, real property, and or personal property (including but not limited to money).

66.

In violation of O.C.G.A. § 16-14-4(b), Defendants have, through a pattern of racketeering activity, conducted and participated in, directly or indirectly, an enterprise.

67.

In violation of O.C.G.A. § 16-14-4(c), Defendants have conspired and/or endeavored to violate the provisions of § 16-14-4(a) and (b).

68.

Pursuant to O.C.G.A. § 16-14-6, Defendants are liable to EarthLink for three times its actual damages, punitive damages, attorney fees, investigative costs, and all other costs associated with or necessitated by the present litigation.

69.

Pursuant to O.C.G.A. § 16-14-6, EarthLink is entitled to a preliminary injunction and a permanent injunction directing Defendants to cease and desist from the above-described conduct.

**COUNT VII**  
**BREACH OF CONTRACT (Terms of Service)**

70.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 69 above as if the same were set forth herein in full.

71.

In relation to any functioning EarthLink address used by any Defendant to send any of their illegal e-mails, carry out their illegal schemes, or in relation to any use during the sending or transmission portion of the e-mail process by Defendants,

Defendants' use of such addresses and the EarthLink names (as well as Defendants' use of bogus names and stolen credit card information) were in express violation of the respective contracts between them and EarthLink.

72.

Specifically, in relation to any such addresses and accounts, Defendants were required to and did expressly ratify and accept EarthLink's Terms of Service, which expressly prohibit any use of the EarthLink name or account in any manner in relation to spamming or spoofing. The use of stolen accounts or credit cards is also, of course, prohibited. (See Exhibit A and B hereto).

73.

In such case, Defendants' use of EarthLink's name, computer system, and resources, in addition to the causes of action set forth above and below, constitutes breach of contract.

74.

As a result of these wrongful acts of Defendants, EarthLink has suffered irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts of misappropriation, thereby causing EarthLink further immediate and irreparable damage.

75.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT VIII**  
**VIOLATION OF THE GEORGIA**  
**COMPUTER SYSTEMS PROTECTION ACT**  
**(COMPUTER THEFT AND TRESPASS)**

76.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 75 above as if the same were set forth herein in full.

77.

Defendants have and are engaged in acts constituting violation of the Georgia Computer Systems Protection Act, O.C.G.A. §§ 16-9-90 et seq.

78.

In committing the wrongful acts detailed above, including but not limited to Defendants' theft of EarthLink accounts and their theft of and trespass upon EarthLink's computer resources, Defendants have used the computers and/or computer networks of

EarthLink with knowledge that such use is without authority and with the intention of taking EarthLink's property, obtaining that property by deceitful means or artful practice, and/or converting that property to Defendants' use in violation of Defendants' legal obligations.

79.

Defendants have accordingly committed "Computer Theft" as that term is defined at O.C.G.A. § 16-9-93(a).

80.

Furthermore, in committing the wrongful acts detailed above, including but not limited to Defendants' theft of EarthLink accounts and their theft of and trespass upon EarthLink's computer resources, Defendants have used the computers and/or computer networks of EarthLink with knowledge that such use is without authority and with the intention of interfering with EarthLink's and its members use of EarthLink computer programs and data, and/or altering, damaging and/or causing the malfunction of EarthLink's network and computer system.

81.

Defendants have accordingly committed "Computer Trespass" as that term is defined at O.C.G.A. § 16-9-93(b).

82.

Defendants' violation of the Georgia Computer Systems Protection Act has caused and continues to cause EarthLink to

suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of any jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts of misappropriation, thereby causing EarthLink further immediate and irreparable damage.

83.

Defendants' above-described violations have caused and continue to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these violations, thereby causing EarthLink further immediate and irreparable damage.

84.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT IX**  
**UNFAIR COMPETITION (STATE)**

85.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 84 above as if the same were set forth herein in full.

86.

Defendants have and are engaged in fraudulent acts or practices in violation of the prohibition against unfair competition found at O.C.G.A. § 23-2-55.

87.

Defendants have used and are using EarthLink's computer equipment and name in connection with the above-described e-mail schemes in such a manner as to misrepresent the source, sponsorship, approval, and/or certification of the e-mail schemes and advertisements. The use of this name and domain designation by Defendants creates the unreasonable risk that recipients and other readers of the e-mails described above may conclude that there exists some affiliation, connection or association between and among EarthLink, the e-mails, and the sender of the e-mails.

88.

Defendants' acts have damaged, impaired, and diluted that part of EarthLink's goodwill and good name symbolized by the above-discussed names and marks of EarthLink. The nature,

probable tendency, and effect of Defendants' use of these names and properties in the manner alleged is to enable Defendants to deceive the public.

89.

Defendants' use of EarthLink's intellectual property - the above-identified domain designations and names - as alleged constitutes unfair competition as prohibited by O.C.G.A. § 23-2-5.

90.

Defendants had actual knowledge of EarthLink's rights at the time they decided to use EarthLink's mark and name(s) in connection with their theft-related and illegal-e-mail-related schemes. Thus, Defendants willfully and deliberately infringed EarthLink's rights.

91.

Defendants' unfair business practices are of a recurring nature and harmful to the consumers and the public at large, as well as EarthLink. These practices constitute unlawful, unfair, and fraudulent business practices and unfair, deceptive, untrue, and misleading advertising.

92.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess



of the jurisdictional amount-in-controversy requirements of this Court, and not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

93.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT X**  
**DECEPTIVE TRADE PRACTICES**

94.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 93 above as if the same were set forth herein in full.

95.

Defendants have and are engaged in fraudulent acts or practices in violation of the prohibition against deceptive trade practices found at O.C.G.A. § 10-1-372 et seq.

96.

Defendants have used and are using EarthLink's intellectual property in connection with the above-described e-mail schemes in such a manner as to misrepresent the source, sponsorship, approval, and/or certification of the e-mail schemes and advertisements. The use of these names by Defendants creates the unreasonable risk that recipients and other readers of the e-mails described above may conclude that there exists some affiliation, connection or association between and among EarthLink, the e-mails, and the sender of the e-mails.

97.

Defendants' acts have damaged, impaired, and diluted that part of EarthLink's goodwill symbolized by EarthLink's respective names and marks. The nature, probable tendency, and effect of Defendants' use of these names/marks in the manner alleged is to enable Defendants to deceive the public.

98.

Defendants' use of EarthLink's names and marks in the manner alleged constitutes deceptive trade practices of a type prohibited by O.C.G.A. § 10-1-372 et seq.

99.

Defendants had actual knowledge of EarthLink's rights at the time they decided to use EarthLink's intellectual property in connection with their theft-related and illegal-e-mail-related

schemes. Thus, Defendants willfully and deliberately infringed upon EarthLink's rights.

100.

Defendants' unfair business practices are of a recurring nature and harmful to the consumers and the public at large, as well as to EarthLink. These practices constitute unlawful, unfair, fraudulent, and deceptive business practices, and unfair, deceptive, untrue, and misleading advertising.

101.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

102.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at

trial.

**COUNT XI**  
**MISAPPROPRIATION OF COMPUTER RESOURCES**

103.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 102 above as if the same were set forth herein in full.

104.

Defendants have and are engaged in acts of misappropriation in that Defendants, without authorization, have used EarthLinks' proprietary e-mail system and proprietary computer resources in relation to the transmission of unsolicited and improper promotional and advertising material (including the direct spamming of EarthLink members) and have gained fraudulent access to such system by means of stolen credit card numbers and account passwords.

105.

Defendants' use of EarthLink's computer systems and resources, from which Defendants derived profits or income to the detriment of EarthLink and their customers, constitutes the unfair and unlawful misappropriation of extremely valuable commercial property and resources owned by EarthLink.

106.

Defendants' unlawful and inequitable activities have damaged

and diluted the commercial value of the services offered by EarthLink and have resulted in the misappropriation by Defendants of EarthLink's equipment, skill, expenditures, and labors.

107.

The activities of Defendants described herein constitute misappropriation of EarthLink's commercial property and services in violation of the common law of the State of Georgia.

108.

Defendants' misappropriation of EarthLink's commercial property and services has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts of misappropriation, thereby causing EarthLink further immediate and irreparable damage.

109.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at

trial.

**COUNT XII**  
**CONVERSION**

110.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 109 above as if the same were set forth herein in full.

111.

Defendants have and are engaged in acts of conversion in violation of the law of the State of Georgia.

112.

The computers, computer networks, and computer services that comprise EarthLink's e-mail systems are the personal property of EarthLink. Defendants, without authorization, have intentionally used EarthLink's e-mail systems for Defendants' own commercial benefit. This unauthorized use by Defendants has deprived EarthLink and its customers of the legitimate use of these proprietary and commercially valuable systems.

113.

Defendants' conversion of EarthLink's commercial property has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five

million dollars). Unless enjoined by this Court, Defendants will continue these acts of conversion, thereby causing EarthLink further immediate and irreparable damage.

114.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT XIII**  
**TRESPASS**

115.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 114 above as if the same were set forth herein in full.

116.

Defendants have and are engaged in acts of trespass to property in violation of the law of the State of Georgia.

117.

The computers, computer networks, and computer services that comprise EarthLink's e-mail system are the personal property of EarthLink. Defendants, without authorization, have intentionally

used EarthLink's e-mail systems and computer resources for their own commercial benefit. This unauthorized use by Defendants has deprived EarthLink and its customers of the legitimate use of this proprietary and commercially valuable system.

118.

Defendants' trespass upon EarthLink's commercial property has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts of trespass, thereby causing EarthLink further immediate and irreparable damage.

119.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.



**COUNT XIV**  
**UNJUST ENRICHMENT**

120.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 119 above as if the same were set forth herein in full.

121.

Defendants have and are engaged in acts of unjust enrichment entitling EarthLink to quasi-contract relief under the law of the State of Georgia.

122.

Defendants have derived economic benefit from the dissemination of unsolicited commercial messages through the unauthorized use of EarthLink's proprietary computer resources, equipment, and intellectual property.

123.

Defendants have paid no compensation to EarthLink for the dissemination of Defendants' unsolicited messages and advertisements using EarthLink's names, marks, and resources, or for the hundreds of stolen EarthLink accounts used by Defendants.

124.

As a result of their conduct, Defendants have been unjustly enriched.

125.

As a result of Defendants' acts, EarthLink has suffered and continue to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court, and of not less than \$5,000,000 (five million dollars). Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

126.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

**COUNT XV**  
**PRAYER FOR RELIEF**

127.

WHEREFORE, Plaintiff EarthLink prays for judgment against Defendants, and each of them, jointly and severally, that includes:

- a) A preliminary and permanent injunction enjoining

Defendants and any affiliated persons or entities from: (1) directly or indirectly sending or transmitting **any unsolicited commercial e-mails to any Internet user**, including but not limited to any such messages that references or use in any way EarthLink or any of its property, computers, domains, or users; and (2) engaging in any further illegal activities in relation to the theft and/or misuse of third-party credit card numbers, passwords, or e-mails accounts; and (3) any use of, whether individually or by and through someone else, any computer or telecommunications device to obtain connectivity to the Internet;

b) Special and general damages in an amount to be proven at trial;

c) The trebling of its damages pursuant to statutory law cited herein;

d) Punitive and exemplary damages in an amount to be proven at trial;

e) Reasonable attorney fees herein;

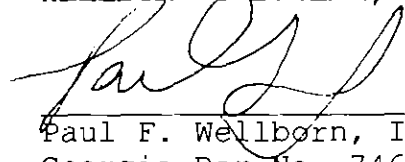
f) Costs of suit incurred herein; and

g) Such other and further relief as this Court may deem just and proper.

This 27th day of August, 2003.

Respectfully submitted,

**WELLBORN & BUTLER, LLC**

A handwritten signature in cursive script, appearing to read "Paul F. Wellborn, III", is written over a horizontal line.

Paul F. Wellborn, III  
Georgia Bar No. 746720

1372 Peachtree St., N.E., Suite 204  
Atlanta, GA 30309

Phone: (404) 815-9595  
Fax: (404) 815-9957

Attorney for EarthLink, Inc.

**INDEX TO EXHIBITS**

- A. EarthLink Internet Service Agreement**
- B. EarthLink Acceptable Use Policy**
- C. Sample Spam**

***EXHIBIT A***

***EARTHLINK INTERNET SERVICE AGREEMENT***

## **EARTHLINK™ INTERNET SERVICE AGREEMENT**

**Read This Internet Service Agreement Carefully Before Using Our Internet Services.**

### **1. INTRODUCTION.**

EarthLink, Inc. ("EarthLink") provides its Internet services, as they may exist from time to time ("Services"), to users who pay a monthly service fee to subscribe to the Services ("Members") as well as to those who access some of our Services but do not have accounts ("Visitors"). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Member, you must terminate your use of the Services under Section 10.

### **2. SUBSCRIPTION REQUIREMENTS.**

Members must be at least 18 years old. Local access dial-up numbers may not be available in all areas. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges. EarthLink is not responsible for any long-distance, toll or other telecommunications charges you incur. Toll-free (800 #), international, and simultaneous login access costs are extra. Current prices for EarthLink's Services are posted throughout our website at <http://www.earthlink.net>. These rates may also be obtained by calling (800) 395-8425. EarthLink reserves the right to change prices and institute new fees at any time upon 30 days prior notice.

### **3. PAYMENT OBLIGATIONS OF A MEMBER.**

- (a) Members must (i) provide EarthLink with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to EarthLink all changes to this information within thirty (30) days of the change. Members are responsible for any charges to their account.
- (b) Members having questions regarding charges to an account, should contact EarthLink's Customer Service Department at (800) 890-6356. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.
- (c) Charges are billed to Members' credit cards or debit cards, as applicable, each month for the basic service and any additional usage or services. EarthLink is not responsible for any charges or expenses (e.g for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by EarthLink.
- (d) If paying by check, payments are due within 25 days after the month in which the charges are incurred.
- (e) If you pay for Services through a prepayment plan, automatic billing described above shall only apply to the charges not paid for through the prepayment plan.
- (f) If you purchase Services through a reseller who in turns pays EarthLink, the reseller must pay all amounts owing for your account. If the reseller fails to pay EarthLink any amounts due—whether or not you have paid the reseller—your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due.

- (g) Delinquent accounts may be suspended or canceled at EarthLink's sole discretion; however, charges will continue to accrue until the account is canceled. EarthLink may bill an additional charge to reinstate a suspended account.
- (h) EarthLink-MindSpring bills for simultaneous logins on an account. This means that multiple users dialing into the same account, at the same time will incur additional charges. All usage plans are billed at one dollar per hour for the length of time all sessions overlap. The simultaneous usage charges are in addition to any other charges in effect for your account. Please note that you are responsible for recognizing when more than one person is logged in at the same time.
- (i) EarthLink may charge for taxes and other applicable fees.

#### **4. MEMBER'S ACCOUNT, PASSWORD, AND SECURITY.**

Upon registration, Members receive a username, password, and account designation. You and members of your household or business, if you have purchased a business account, are the only authorized users of your EarthLink account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must notify EarthLink immediately upon discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at EarthLink's discretion, be transferred to a compressed temporary file or storage. EarthLink may delete the temporary file from the server 60 days after notifying you. Any free Web site exceeding the amount of space allotted to such Member may be suspended until the Member reduces the disk space usage to the amount of space allotted or less or purchases additional megabytes. Any free Web site exceeding the traffic limits for such Member will be billed for excess traffic. You may establish a commercial or high-volume account by calling (800) 395-8425.

Members agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless actively using it. Members agree not to provide any public information services over a dial-up connection.

EarthLink may change its POP numbers at any time. EarthLink reserves the right to direct Members to use certain numbers to access the Service or to restrict use of specific access numbers. Usernames, passwords and email addresses are EarthLink's property and EarthLink may alter or replace them at any time.

#### **5. MONITORING THE SERVICES.**

EarthLink has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if EarthLink, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Members. Please see our [Privacy Policy](#). EarthLink may immediately remove your material or information from EarthLink's servers, in whole or in part, which EarthLink, in its sole and absolute discretion, determines to infringe another's property rights or to violate our [Acceptable Use Policy](#).

#### **6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.**

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY EARTHLINK, EARTHLINK DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU.



EARTHLINK HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EARTHLINK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EARTHLINK MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH EARTHLINK OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY EARTHLINK OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. EARTHLINK AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, EARTHLINK'S CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

#### **7. SOFTWARE LICENSE.**

EarthLink grants to each Member a limited, nonexclusive, nontransferable and nonassignable license to install and use the EarthLink access software (including software from third-party vendors that EarthLink distributes; in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Services. Each Member agrees to use the Licensed Programs solely in conjunction with the Services and for no other purpose. EarthLink may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Member.

The Licensed Programs constitute confidential and proprietary information of EarthLink and EarthLink's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with EarthLink and EarthLink's licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Programs or any part thereof.

You may not download, use, or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Contractor/manufacturer is EarthLink, Inc., 1375 Peachtree Street, N.W., Level A, Atlanta, Georgia 30309.

#### **8. WEB SITE USAGE.**

Our site on the World Wide Web with its home pages in the domain "earthlink.com", "earthlink.net", "mindspring.com", "mindspring.net" or any other site operated by EarthLink (the "Web site") is a complimentary information service offered by EarthLink at no charge to users.

We may provide links on the Web site to other Web sites which are not under our control. In general, any Web site which has an address (or URL) which does not contain "earthlink.com", "earthlink.net", "mindspring.com" or "mindspring.net" is such a Web site. These links are provided for convenience only and are not intended as an endorsement by EarthLink of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must be clearly marked "EarthLink", (b) the link must "point" to the URL "<http://www.earthlink.com>" or "<http://www.earthlink.net>" and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by EarthLink, (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) EarthLink may, in its sole discretion, revoke consent to link to our website at any time. All other hypertext links to the Web site must be approved in writing by EarthLink.

Some portions of the Web site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by EarthLink. EarthLink assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold EarthLink harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify EarthLink from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. EarthLink will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site.

Your posting of material on the Web site or providing material to EarthLink to use on the Web site will be deemed to be a grant by you to EarthLink of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

## **9. TERM OF AGREEMENT.**

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Member, to terminate your account.

## **10. TERMINATION.**

You may terminate your account at any time and for any reason by providing notice of intent to terminate to EarthLink by:

- registered or certified mail, return receipt requested addressed to EarthLink Inc., 1375 Peachtree St. Level A, Atlanta, GA 30309; or
- telephone calls directed to Accounts-Customer Service at (800) 719-4660, option #2.

Email termination of your basic Internet access account will not be accepted. To terminate DSL service, you must call (888) 829-8466. To terminate Web Hosting and/or Business Services, you must call (800) 237-0148. Your termination will only be complete upon your receipt of a cancellation confirmation number

from EarthLink. Charges to your account will stop accruing the day EarthLink provides you with a cancellation confirmation number. Based on your billing cycle, charges accrued prior to your termination may apply after you receive a cancellation confirmation. Email cancellation requests will not be accepted. If your account included space on EarthLink's servers, anything stored on this space will be deleted upon termination.

Without prior notice, EarthLink may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if EarthLink, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. EarthLink may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Sections 3, 4, 6, and 11 of this Agreement shall survive termination of this Agreement.

#### **11. JURISDICTION.**

Under California Civil Code Section 1789.3, subscribers who are residents of California are entitled to the following specific consumer rights information: the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 1-916-445-1254.

This Agreement is governed by Georgia law without regard to conflict of law provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be governed by Georgia law and will be held in Atlanta, Georgia. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this agreement.

#### **12. MISCELLANEOUS.**

This Agreement, the Acceptable Use Policy, the Privacy Policy, and EarthLink's other user policies posted on EarthLink's Web site constitute the entire agreement between you and EarthLink with respect to your use of the Services.

EarthLink may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on EarthLink's Web site (<http://www.earthlink.net>) and/or on Member's start pages and/or by email and/or in our various publications and mailings to Members.

Version 1.2  
Effective 12/10/2002

***EXHIBIT B***

***EARTHLINK ACCEPTABLE USE POLICY***

***EarthLink™ Acceptable Use Policy*****1. INTRODUCTION**

EarthLink's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of EarthLink's Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members")-must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. EarthLink may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your EarthLink account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

**2. VIOLATIONS OF EARTHLINK'S ACCEPTABLE USE POLICY**

The following constitute violations of this AUP:

- a. Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- b. Harm to minors. Using the Services to harm, or attempt to harm, minors in any way.
- c. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- f. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
- g. Unsolicited commercial email/Unsolicited bulk email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- h. Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of EarthLink's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

i. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. EarthLink is registered under the Digital Millennium Copyright Act of 1998.

j. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. Reselling the services. Reselling the Services without EarthLink's authorization.

l. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use EarthLink Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

m. News. EarthLink Members should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup.

EarthLink considers "multiposting" to 10 or more groups within a two week sliding window to be excessive. EarthLink servers currently limit the number of allowable "cross-posts" to 9.

EarthLink Members may not cancel messages other than their own messages. A Member may cancel posts forged in that Member's name. We may cancel any postings which violate this AUP.

n. Long Connections and Multiple Logins. Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Members may stay connected so long as they are actively using that connection for the above purposes. Members may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, EarthLink maintains the right to terminate any member's connection following any extended period of inactivity as determined by EarthLink.

o. Exceeding Web Site Size and Traffic Limitations: All EarthLink Members receive free webspace for use with their EarthLink Internet access account. Each member's free webspace is allocated a certain amount of traffic per month (traffic is calculated on a formula multiplying the number of hits that your site receives by the size of your files). If a site exceeds its maximum monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. A site that exceeds the EarthLink Member's maximum allotment in size will also become unavailable. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools. More information about appropriate use of the free member webspace appears under [Free Webspace Community Guidelines](#).

### **3. REPORTING VIOLATIONS OF EARTHLINK'S AUP**

EarthLink requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at: [abuse@earthlink.net](mailto:abuse@earthlink.net).

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

EarthLink may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's newsgroup posting privileges
- suspend the Member's account
- terminate the Member's account
- bill the Member for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

### **4. REVISIONS TO THIS ACCEPTABLE USE POLICY**

EarthLink reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service

Rev. 06/27/2001

***EXHIBIT C***

***SAMPLE SPAM***



>>----- Original Message -----  
>>From: - Tue May 20 11:57:54 2003  
>>X-UIDL: <4-u7t594n7lo\$w-ct2-9nr292i4@nto.3.p8w2>  
>>X-Mozilla-Status: 0001  
>>X-Mozilla-Status2: 00000000  
>>Return-Path: <lkqv3507bna@excite.com>  
>>Received: from arena-12.cza.warszawa.supermedia.pl ([212.180.248.13])  
>>by tomts14-srv.bellnexxia.net (InterMail vM.5.01.05.32  
>>201-253-122-126-132-20030307) with SMTP id  
>><20030520133903.EDEW14433.tomts14-srv.bellnexxia.net@arena-12.cza.wars  
>>zawa  
>>.supermedia.pl>;  
>>Tue, 20 May 2003 09:39:03 -0400  
>>Received: from [168.50.232.248] by arena-12.cza.warszawa.supermedia.pl  
>>with ESMTP id <071096-32110>; Tue, 20 May 2003 07:34:25 -0700  
>>Message-ID: <4-u7t594n7lo\$w-ct2-9nr292i4@nto.3.p8w2>  
>>From: Maryann Booker <lkqv3507bna@excite.com>  
>>To: pdan@sympatico.ca  
>>Cc: <mccallum@sympatico.ca>, <pdanford@sympatico.ca>,  
>><dantu@sympatico.ca>, <mccallums@sympatico.ca>  
>>Subject: Do you want a larger and firmer penis? yu  
>>Date: Tue, 20 May 03 07:34:25 GMT  
>>X-Mailer: Internet Mail Service (5.5.2650.21)  
>>MIME-Version: 1.0  
>>Content-Type: multipart/alternative; boundary=".F.61B19E.DB\_.B5."  
>>X-Priority: 3  
>>X-MSMail-Priority: Normal  
>>\*\*\*\*\*  
>>How to Increase Your Penis  
>>And Stop Premature Ejaculation  
>>FREE Bottle Offer 100% Guaranteed to work.  
>  
>>\*\*\*\*\*  
>  
>>Take Advantage of Our FREE Bottle Offer  
>>As Seen On TV !!!  
>  
>>Click here to learn more.  
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>  
>  
>>\_\_\_\_\_  
>  
>>LETS LOOK AT SOME FACTS:  
>  
>>1. Most men who have troubles or difficulty with  
>>sexual performance, specifically loss of  
>>erection firmness, won't speak openly to their  
>>wives..girlfiends..etc..let alone their primary care doctor.  
>>  
>>2. 90% of men are unhappy with their penis  
>>size & ability.  
>  
>>3. Most men are interested in enlarging their penis.  
>  
>>4. Most men currently believe the only way to

>>"really" develop a larger penis is through surgery.  
>  
>>Click here to learn more.  
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>  
>  
>>New Medical Break-Through:  
>>  
>  
>>Our Male Enlargement Pill is the most effective on the  
>>market today with over 100,000 satisfied customers  
>>worldwide. Our product is doctor recommended and  
>>made from 100% natural ingredients.  
>  
>>One Penis Enlargement pill a day is all you need to:  
>  
>>- Increase the length of your penis by 2 to 5 full inches  
>>- Make your penis thicker, longer and harder  
>>- Stop you from making an embarrassing doctor visit  
>>- Boost your confidence level & self-esteem  
>>- Stop Premature Ejaculation  
>  
>>Click here to learn more.  
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>  
>  
>>SATISFIED CUSTOMERS WORLDWIDE:  
>  
>>"I've been using your product for 2 months now. I've increased my  
>>length from 4" to nearly 7" . Your product has helped me give a little  
>>extra to the love of my life." Mike Berg, USA  
>  
>>"I was amazed at how effective it was at enlarging my penis size and  
>>stopping my premature ejaculation problem in just three weeks!  
>>Joe Wallace, UK  
>  
>>"I'm too shy to tell the world, but I don't mind telling  
>>you that I went from 3" to 6". I'm trying for even more." Carl Smith,  
>>Canada  
>  
>>Click here to learn more.  
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>  
>  
>>100% Money Back Guarantee:  
>>We Guarantee our doctor approved pills to enlarge, harden  
>>and stop premature ejaculation or your money back  
>  
>>Click here to increase your penis size.  
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>  
>>  
>  
>>don't want to receive this anymore?  
>><<http://www.fjwi39jsdfniw3hrijh.com/content/>>  
>  
>>sbjssn cqrduflhrshzx thnxkb a fqpi bqpd mwn  
>>[HTML alternate version deleted]

X-Apparently-To: jasony@yahoo.com via 216.136.172.144; 28 May 2003 21:40:50 -0700 (PDT)  
Return-Path: <petula@zwhzmnqozdiplux.net>  
Received: from 165.121.235.2 (165.121.235.2)  
by mta213.mail.scd.yahoo.com with SMTP; 28 May 2003 21:40:50 -0700 (PDT) Subject:Mortgage Alert  
4.875% 30 yr Fixed Lowest Fixed Rate Ever  
To: <jasony@yahoo.com>  
From: "petula" <petula@zwhzmnqozdiplux.net>  
Date: Thu, 29 May 2003 00:06 -0500  
Mime-Version: 1.0  
Content-type: text/html  
Content-Length: 271

<a href=http://rd.yahoo.com/3d60f60360e20f60f60860160970040970e60f60370160a60/p  
etula3048/\*http://usalenders.info:62876/mortgage/?N=24001><img  
src=http://rd.yahoo.com/dnpetuland/d60f60360e20f60f60860160970040970e60f6037  
0160a60/\*http://usalenders.info:62876/m20038486.gif>

Return-Path: <support@seosos.com>  
Received: from pool-138-89-154-88.mad.east.verizon.net  
(pool-138-89-154-88.mad.east.verizon.net [138.89.154.88])  
by pro.abac.com (8.12.9/8.12.9) with SMTP id h48K9LVL048002  
for <thierry@fiasco.ca>; Thu, 8 May 2003 13:09:22 -0700 (PDT) (envelope-from support@seosos.com)  
Message-Id: <200305082009.h48K9LVL048002@pro.abac.com>  
Received: from mira.net ([250.136.206.245])  
by wishing.com (8.8.3/8.8.3) with SMTP id 1  
for <thierry@fiasco.ca>; Thu, 8 May 2003 13:05:48 -0700  
Received: from [91.52.223.184] by net.com via HTTP; Thu, 8 May 2003 13:05:46 -0700  
From: "John Kronis" <support@seosos.com>  
To: "" <thierry@fiasco.ca>  
Subject: Your Google Rankings <http://www.fiasco.ca>  
X-Mailer: The Bat! (v1.60c) Business  
MIME-Version: 1.0  
Date: Thu, 8 May 2003 13:05:41 -0700  
Content-Type: multipart/related; boundary="-----\_NextPart\_000\_0004\_3C484361.391173BE"  
  
-----=\_NextPart\_000\_0004\_3C484361.391173BE  
Content-Type: text/html;  
Content-Transfer-Encoding: base64  
X-oldsub: [SpamCop (<http://www.seosos.com/google.htm>) id:234210738]Your Google Rankings

>>> ----- Original Message -----  
>>> From: "Elton Mccarthy" <7qndde2y69v3@wowmail.com>  
>>> To: <flower@silverlock.net>  
>>> Sent: Friday, May 02, 2003 2:34 AM  
>>> Subject: NEW DATING SITE --- GET A FREE WEB CAM zwz jkneocv  
>>>  
>>>  
>>> THEDATEZONE.net  
>>>  
>>>  
>>>  
>>> GET A FREE WEB CAM AND MICROPHONE a \$46.95 dollar  
>>> yours  
free  
>>> A new dating site  
>>>  
>>> ONLY \$9.95 A MONTH TO JOIN  
>>>  
>>> TheDateZone.net is the only online dating site where  
singles  
>>> meet in real-time with private video, audio and text chat. We are  
different  
>>> from our competitors where as everyone has a VIDEO AND AUDIO  
>>> PROFILE.  
>>>  
>>> No more lying with old photos.  
>>>  
>>> [www.thedatezone.net](http://www.thedatezone.net)  
>>>  
>>>  
>>> The quality is fantastic  
>>> A QUALITY BROADBAND DATING SITE  
>>>  
>>> [www.thedatezone.net](http://www.thedatezone.net)

Received: (qmail 30345 invoked from network); 30 May 2003 14:07:08 -0000  
 Received: from unknown (HELO mail5.megamailservers.com)  
 ([216.251.36.15])  
 (envelope-sender <m2ub3pf4d@yahoo.com>)  
 by mail12.speakeasy.net (qmail-ldap-1.03) with DES-CBC3-SHA encrypted SMTP for  
 <ktan@speakeasy.org>; 30 May 2003 14:07:08 -0000  
 Received: from 213.213.204.92.brutele.be (213.213.204.92.brutele.be [213.213.204.92] (may be forged))  
 by mail5.megamailservers.com (8.12.9/8.12.0.Beta10) with SMTP id h4UE5IRO007478 for  
 <webmaster@northernmantis.com>; Fri, 30 May 2003 10:06:16 -0400  
 (EDT)  
 Received: from p3bqm.aa7mxd.net [113.241.41.208] by 213.213.204.92.brutele.be with ESMTP id  
 BC12AF3FB6D; Fri, 30 May 2003 17:59:16 +0400  
 Message-ID: <6b23v67\$y113\$gl@ouwlw3>  
 From: "Alden Heath" <m2ub3pf4d@yahoo.com>  
 To: webmaster@northernmantis.com  
 Subject: S.a.f.e, Natural, Significant W.e.i.g.h.t L.o.s.s o  
 Date: Fri, 30 May 03 17:59:16 GMT  
 X-Mailer: Microsoft Outlook Express 5.00.2919.6700  
 MIME-Version: 1.0  
 Content-Type: multipart/alternative; boundary="A\_\_32FE\_.E.CD5D...7358"  
 X-Priority: 3  
 X-MSMail-Priority: Normal

Content-Type: text/html;

```
<x-html><!x-stuff-for-pete base="" src="" id="0" charset=""><html> <head> <title></title> </head>
<body> <div style="width: 908; height: 600"> <div align="center" style="width: 600; height: 743">
<center> <table borderColor="#111111" cellSpacing="0" cellPadding="0" width="500" border="1"> <tr>
<td width="100%"> <table borderColor="#111111" cellSpacing="0" cellPadding="10" width="500"
border="0"> <tr> <td width="71%" bgColor="#24374d"> <p align="center"><b> <font face="Verdana,
Arial, Helvetica, sans-serif" color="#33ccff" size="5"> Reverse Aging with HGH!</font></b></td> </tr>
<tr> <td width="71%"> <p align="center"><b> <font face="Verdana, Arial, Helvetica, sans-serif">Be one
of the thousands of men <br> and women who take HGH Daily!<br> </font> <font face="Verdana, Arial,
Helvetica, sans-serif" size="1"><br> </font></b> <font face="Verdana, Arial, Helvetica, sans-serif"
size="1">The aging process is changing in America as millions of people are successfully rediscovering
their youthful vigor through the incredible power of natural growth hormone dietary supplements. This is a
breakthrough product that will become a staple of your healthy lifestyle. Below are some of the many
benefits of HGH.</font></td> </tr> <tr vAlign="top"> <td width="71%"> <div align="center"> <center>
<table borderColor="#111111" cellSpacing="0" cellPadding="3" width="405" bgColor="#5a6d7b"
border="0"> <tr> <td align="middle" width="18" height="25"> <font face="Verdana,Arial"
color="#ffffff" size="1">*</font></td> <td width="181" height="25"> <font face="Verdana,Arial"
color="#ffffff" size="1"> Increasing energy level</font></td> <td align="middle" width="18"
height="25"> <font face="Verdana,Arial" color="#ffffff" size="1">*</font></td> <td width="164"
height="25"> <font face="Verdana,Arial" color="#ffffff" size="1"> Restoring hair growth</font></td>
</tr> <tr> <td align="middle" width="18" height="25"> <font face="Verdana,Arial" color="#ffffff"
size="1">*</font></td> <td width="181" height="25"> <font face="Verdana,Arial" color="#ffffff"
size="1">Sexual enhancer</font></td> <td align="middle" width="18" height="25"> <font
face="Verdana,Arial" color="#ffffff" size="1">*</font></td> <td width="164" height="25"> <font
face="Verdana,Arial" color="#ffffff" size="1"> Elimination of cellulite</font></td> </tr> <tr> <td
align="middle" width="18" height="25"> <font face="Verdana,Arial" color="#ffffff"
size="1">*</font></td> <td width="181" height="25"> <font face="Verdana,Arial" color="#ffffff"
size="1"> Increased exercise performance</font></td> <td align="middle" width="18" height="25"> <font
face="Verdana,Arial" color="#ffffff" size="1">*</font></td> <td width="164" height="25"> <font
face="Verdana,Arial" color="#ffffff" size="1"> Sharper vision</font></td> </tr> <tr> <td align="middle"
width="18" height="25"> <font face="Verdana,Arial" color="#ffffff" size="1">*</font></td>
```

```

>Received: from spooler by codeshop.com (Mercury/32 v3.31); 3 Jun 03
04:40:44 -0400
>>X-Envelope-To: <p4@codeshop.com>
>>Return-path: <kb2daqvz0zp@yahoo.com>
>>Received: from 169050.telemar.net.br (200.165.169.50) by
mail.codeshop.com (Mercury/32 v3.31) ID MG003C86;
>> 3 Jun 03 04:40:33 -0400
>>Received: from (HELO loob) [161.20.190.66] by 169050.telemar.net.br
>>id
<5824629-97166>; Tue, 03 Jun 2003 09:32:25 +0200
>>Message-ID: <25-6s$1vr8u9c$1-9u$79-$d1-8@5qn.wq5>
>>From: "Bridget Buck" <kb2daqvz0zp@yahoo.com>
>>To: webmaster@codeshop.com
>>Cc: <0200a8c0@codeshop.com>, <p4@codeshop.com>, <mot@codeshop.com>
>>Subject: HOW BIG IS BIG AND HOW MUCH DO YOU NEED TO SATISFY YOUR
>>PARTNER?
ghhiv
>>Date: Tue, 03 Jun 03 09:32:25 GMT
>>X-Mailer: Microsoft Outlook Express 5.00.2615.200
>>MIME-Version: 1.0
>>Content-Type: multipart/alternative;
>>boundary="3_A_6537.42136.A.EAF4EA3"
>>X-Priority: 3
>>X-MSMail-Priority: Normal
>
>>This is a multi-part message in MIME format.
>
>>--3_A_6537.42136.A.EAF4EA3
>>Content-Type: text/html;
>>Content-Transfer-Encoding: quoted-printable
>
><<html>
><<head>
><</head>
><<body bgcolor=3D"#3366CC" text=3D"#000080">
><<div align=3D"center">
>> <center>
>> <table border=3D"2" cellpadding=3D"0" style=3D"border:3px dashed
#FFFF99=
>> border-collapse: collapse" width=3D"75%" cellpadding=3D"0"
id=3D"AutoNum=
>>ber1" bgcolor=3D"#000080" bordercolor=3D"#000000">
>> <tr>
>> <td width=3D"100%">
>> <p align=3D"center"><b><font size=3D"5" color=3D"#FF0000"><br>
></font><u><font color=3D"#FFFF00" size=3D"6">MALE PENILE
ENLARGEMENT=
></font><font color=3D"#FFFFFF" size=3D"6"> </font>
>> </u></b>
>> <p align=3D"center">&nbsp;</p>
>> <font face=3D"Arial" color=3D"#FFFFFF"><strong>
>> <p align=3D"center">Penis Enlargement Doesn't Get Any
>>Easier</strong>
>></font><font color=3D"#FFFFFF">

```

```

>></font></p>
>><p align=3D"center"><font face=3D"Arial" color=3D"#FFFF00">Imagine
t=
>>he confidence when you're in the locker room and those other guys
>>take
not=
>>ice of your:</font></p>
>><p align=3D"center"><u><b><font face=3D"Arial"
color=3D"#FFFFFF">Big=
>>ger, Longer and Thicker Penis Now!</b></u></font></p>
>><p align=3D"center"><b>
><br>
><font size=3D"6">
>><a href=3D"http://www.herbpowermarketing.com/hv/a3.php"><font
>>color=3D=
>>"#FF0000">ENTER HERE</font></a></font></b><p align=3D"center"></td>
></tr> </table>
>></center>
></div>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">
>><a href=3D"http://www.herbpowermarketing.com/content/">don't want to
recei=
>>ve this anymore?</a></p>
></body>
></html>kltxs cq yeyig
> mkleux y
>kaf nns cdzefsyxc
>hyhcfdt nbz rr
>>
>

```



Status: U  
Return-Path: <dixibelle@Office-saver.com>  
X-MSMail-Priority: Normal  
X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2600.0000  
Received: from mx.245.host-value.net ([66.205.201.248]) by wanamaker.mail.atl.earthlink.net (Earthlink Mail Service) with SMTP id 18CYlr4DE3NI3oJ0 for <dixibelle@mindspring.com>; Sun, 26 Jan 2003 20:45:52 -0500 (EST)  
Content-Type: multipart/alternative;  
boundary="-----\_NextPart\_000\_479F\_01C315A4.996838B0"  
Importance: Normal  
From: "University" <dixibelle@Office-saver.com>  
X-Priority: 3  
Received: from mx.245.host-value.net by 19GLC.mx.245.host-value.net with SMTP for dixibelle@mindspring.com; Sun, 26 Jan 2003 19:47:28 -0500  
Date: Sun, 26 Jan 2003 19:47:28 -0500  
To: <dixibelle@mindspring.com>  
MIME-Version: 1.0  
Subject: U N I V E R S I T Y   D I P L O M A   S  
Message-ID: <6CB21V7RO29V522H4.C43UBQ."University" <dixibelle@Office-saver.com>>  
X-Mailer: C-S\_optin\_v1.1  
X-Encoding: MIME

This is a multi-part message in MIME format.

-----\_NextPart\_000\_479F\_01C315A4.996838B0  
Content-Type: text/plain;  
charset="iso-8859-1"  
Content-Transfer-Encoding: quoted-printable

U N I V E R S I T Y   D I P L O M A ' S  
=

=

Obtain a prosperous future, money earning power, and the admiration of all.  
=

=

Diplomas from prestigious non-accredited universities based on your present =  
knowledge and life experience.  
=

=

No required tests, classes, books, or interviews.  
=

=

Bachelors, masters, MBA, and doctorate (PhD) diplomas available in the field =  
of your choice.

=

=

No one is turned down.

=

=

Confidentiality assured.

=

=

CALL NOW to receive your diploma within days!!!

=

=

1-773-509-5042

=

Call 24 hours a day, 7 days a week, including Sundays and holidays -

=

=

=

=

=

-- -- -- -- --

-- -- -- -- --

=

=

While visiting a partner website, you opted-in to receive special online =  
offers. To end your membership, click reply and send this email or click =  
<http://66.205.218.109/card.php?email=3Ddixibelle@mindspring.com> =

Status: U  
 Return-Path: <expmwow@babmoney.free.fr>  
 Received: from fppy ([209.158.10.236])  
 by sparrow (**EarthLink** SMTP Server) with SMTP id 18HrtG7KM3NZFjV0  
 for <rippacb@sprintmail.com>; Sat, 8 Feb 2003 01:40:51 -0800 (PST)  
 From: Autumn Blacker <expmwow@babmoney.free.fr>  
 To: <rippacb@sprintmail.com>  
 Subject: Hey rippacb..The Online Doctor!  
 Date: Sat, 08 Feb 2003 04:40:52 -0500  
 Mime-Version: 1.0  
 Content-Type: text/html  
 Message-Id: <hnwwwqlah@babmoney.free.fr>

```
<html>
<head>
<title>Untitled Document</title>
<meta http-equiv="Content-Type" content="text/html; charset=iso-8859-1">
</head>

<body text="#000000" link="#0066FF" vlink="#3399FF" alink="#6699FF"
leftmargin="0" topmargin="0" marginwidth="0" marginheight="0">
<table width="350" border="0" align="center" cellpadding="0"
cellspacing="0">
  <tr>
    <td align="center"><strong><font size="3" face="Verdana, Arial,
Helvetica, sans-serif"><a
href="http://www.planetarydrugs.com/main2.php?rx=18233">VIAGRA
VIAGRA VIAGRA</a></font></strong></td>
  </tr>
  <tr>
    <td height="40" align="center"><font size="2" face="Verdana, Arial,
Helvetica, sans-serif">Viagra,
Phentermine, Propecia and many more prescription medications available
today!</font></td>
  </tr>
  <tr>
    <td align="center"><a
href="http://www.planetarydrugs.com/main2.php?rx=18233"><font size="5"
face="Verdana, Arial, Helvetica,
sans-serif"><strong>VIAGRA</strong></font><font face="Verdana, Arial,
Helvetica, sans-serif"><br>
    <br>
    <font size="3"><strong>VIAGRA</strong></font><br>
    <br>
    <font size="2"><strong>VIAGRA</strong></font><br>
    <br>
    <font size="2">CLICK HERE TO GET YOUR</font><br>
    <strong><font size="3">VIAGRA NOW</font></strong> </font></a><br>
    <br>
    <font face="Verdana, Arial, Helvetica, sans-serif">
    <li>No Embarrassing Doctors Visits</li>
    <br>
    <li>Quick Online Consultation</li><br>
    <li>U.S. Licensed Doctors </li>
    & Pharmsies<br>
    <li>Discreet Shipping and Billing Overnight
```

```

<li>Shipping Via FED/EX<br>
<br>
<a href="http://www.planetarydrugs.com/main2.php?rx=18233"><font
face="Verdana, Arial, Helvetica, sans-serif"><font size="2">CLICK
HERE TO GET YOUR</font><br>
<strong><font size="3">VIAGRA NOW</font></strong> </font></a> </li>
</font></td>
</tr>
<tr>
<td align="center"><strong><font size="3" face="Verdana, Arial,
Helvetica, sans-serif"><a
href="http://www.planetarydrugs.com/main2.php?rx=18233"><br>
VIAGRA VIAGRA VAIGRA</a></font></strong></td>
</tr>
</table>
</body>
</html>

```

From: jvijbvzpqtnuyr596 Mon Feb 10 06:49:00 2003  
 Return-Path:  
 <etretretre@etretretre.net>  
 Received:  
 from 209.111.81.111 (HELO ksiekrote.net) (209.111.81.111) by  
 mta124.mail.scd.yahoo.com with SMTP; 10 Feb 2003 03:54:27 -0800 (PST)  
 Subject:  
 more information on the house designs low bids on your renovation  
 project  
 To:  
 From:  
 "etretretre" <etretretre@etretretre.net> | Block  
 Address  
 Date:  
 Mon, 10 Feb 2003 08:49 -0600  
 Mime-Version:  
 1.0  
 Content-type:  
 text/html  
 Content-Length:  
 638

</table>  
 <br>

<a target="\_blank"  
 href="http://highspeedmarketing.org:56778/homeimprovement/" ></a><BR><BR><A  
 target="\_blank"  
 HREF="http://etretretre@highspeedmarketing.org:56778/removal/"  
 >opt-out

<input name="68.12476410647" type="hidden" value="more information on  
 the house designs low bids on your renovation project"><input  
 name="izilitnat" type="hidden" value="more information on the house  
 designs low bids on your renovation project"><input name="aumut\_n"  
 type="hidden" value="more information on the house designs low bids on  
 your renovation project">

<p>

<table cellpadding=0 cellspacing=0 width="100%">  
 <tr>  
 <td colspan=3>  
 <hr size=1 noshade>  
 </td>  
 </tr>  
 <tr>

Return-Path: <cpucfc709#dricbcfss.net>  
Received: from mc3-f39.law16.hotmail.com ([65.149.20.150]) by  
mc2-f24.law16.hotmail.com with Microsoft SMTPSVC(5.0.2195.5600); Sun, 22  
Dec 2002 20:19:38 -0800  
Subject: [SPAM] your financial problems are over 44.~~  
To: VICTIM@hotmail.com  
From: cpucfc709#dricbcfss.net  
Date: Sun, 22 Dec 2002 23:20 -0600  
X-pxf: DEtAggED  
Message-ID: <MC~~d3#mc2-f24.law16.hotmail.com>

<a href="<http://www.infoforu.net:2000/debt/ae.html>"><b><u><a  
href="<http://www.infoforu.net:2000/removal/debt/>">Remove

Return-Path: <sabina@scjidiqnaopnl.net>  
Received: from 65.152.106.112 (65.152.106.112) by  
mta156.mail.scd.yahoo.com with SMTP; 09 Jul 2003 09:51:34 -0700 (PDT)  
Subject: generate new traffic and new money  
To: <munged>  
From: "sabina" <sabina@scjidiqnaopnl.net>  
MIME-Version: 1.0  
Content-type: text/html  
Content-Length: 331

```
<div id=message>
<table cellpadding=0 cellspacing=0 border=0 width="100%"><tr><td>

<a target="_blank"
href=http://rd.yahoo.com/izbnafsr/sabinad60f60360e20f60f60860160970040070070570270860360370470/i
yqvyzlkl/bizbnafsr/*http://usalenders.info:35674/websearch/?N=501>
<img src=http://us.i1.yimg.com/us.yimg.com/i/us/pim/el/spc_eeel.gif>

</td></tr></table>
</div>
```

From 3zwnjluuh1mg@wowmail.com Fri May 2 01:26:18 2003  
 Return-Path: {3zwnjluuh1mg@wowmail.com}>  
 Received: from localhost (root@localhost [127.0.0.1])  
 by jupiter.\$munged\$.demon.co.uk (8.12.9) with ESMTP id h420QFB1009368;  
 Fri, 2 May 2003 01:26:18 +0100  
 Received: from pop3.demon.co.uk  
 by localhost with POP3 (fetchmail-6.2.1)  
 for l.f-email@localhost (by default); Fri, 02 May 2003 01:26:18 +0100 (BST)  
 Received: from punt-2.mail.demon.net by mailstore for \$munged\$@\$munged\$.co.uk  
 id 1051834549:20:25627:14; Fri, 02 May 2003 00:15:49 GMT  
 Received: from [61.171.56.127] ([61.171.56.127]) by punt-2.mail.demon.net  
 id aa2107164; 2 May 2003 0:15 GMT  
 Received: from bv.tmxung.net [224.42.146.246] by 194.217.242.6 with SMTP; Thu, 01 May 2003  
 22:10:14 -0500  
 Message-ID: {j5e5-w176-3-54-no34@r81z.2.ocyj6y}>  
 From: "Darnell Bolden" {3zwnjluuh1mg@wowmail.com}>  
 Subject: NEW DATING SITE --- GET A FREE WEB CAM rgiybyebpata k  
 Date: Thu, 01 May 03 22:10:14 GMT  
 X-Priority: 3  
 X-MSMail-Priority: Normal  
 X-Mailer: Microsoft Outlook IMO, Build 9.0.2416 (9.0.2910.0)  
 MIME-Version: 1.0  
 Content-Type: multipart|alternative;  
 boundary="7.BBEEE\_\_E.C6.1"  
 X-Razored: Yes  
 X-SpamType: Work-at-home|general spam Escaped HTML HTML multi-part  
 X-Domains: cn **earthlink**.net mail.online.sh.cn  
 X-BText: Copied to mail.online.sh.cn for 61.171.56.127  
 X-BText: Copied to **earthlink**.net for www.thedatezone.net (165.121.69.201)  
 To: \$munged\$

This is a multi-part message in MIME format.

--7.BBEEE\_\_E.C6.1

Content-Type: text/html

Content-Transfer-Encoding: quoted-printable

{!DOCTYPE HTML PUBLIC "-//W3C//DTD HTML 4.01 Transitional//EN">

{html>

{head>

{title>**THEDATEZONE.net**{title>

{meta http-equiv=3D"Content-Type" content=3D"text/html; charset=3Diso-8859=

-1">

{head>

{body bgcolor=3D"#000d17" leftmargin=3D"0" topmargin=3D"0" marginwidth=3D"=

0" marginheight=3D"0">

{table width=3D"67%" border=3D"0">

{tr>

{td height=3D"809" align=3D"left" valign=3D"top" bgcolor=3D"#FFFFFF"> =

{table width=3D"100%" border=3D"0">

{tr>

{td align=3D"center">{a href=3D"\$http\$://www.thedatezone.net/mid.h=  
 tm">{img src=3D"\$http\$://www.thedatezone.net/topsplash.gif" width=3D"767" he=  
 ight=3D"125" border=3D"0">{a>{br>



```

{br>
{font face=3D"Courier New, Courier, mono">{strong>{font
size=3D=
"2" face=3D"Geneva, Arial, Helvetica, sans-serif">{strong>{font color=3D"#=
000080">{a href=3D"$http$://www.thedatezone.net/mid.htm">{img src=3D"$http$://=
ww.thedatezone.net/cam22.jpg" width=3D"300" height=3D"324" border=3D"0">{=
|a>{br>
{br>
GET A FREE WEB CAM AND MICROPHONE a $46.95 dollar yours free {=
|font>{strong>{br>
A new dating site{font color=3D"#000080">{br>
{br>
ONLY $9.95 A MONTH TO JOIN{br>
{br>
{|font>{|font>{|strong>{|font>{font size=3D"2" face=3D"Geneva,=
Arial, Helvetica, sans-serif">{strong>{font color=3D"#000080">{a href=3D"=
$http$://www.thedatezone.net/mid.htm">TheDateZone.net{|a>
{|font>is the only online dating site where singles meet in re=
al-time
with private video, audio and text chat. We are different from=
our
competitors where as everyone has a VIDEO AND AUDIO PROFILE. {b=
r>
{br>
{font size=3D"+2">No more lying with old photos{|font>. {br>
{br>
{font color=3D"#000080">{a href=3D"$http$://www.thedatezone.net|=
mid.htm">www.thedatezone.net{|a>{|font>{br>
{br>
{br>
The quality is fantastic{br>
A QUALITY BROADBAND DATING SITE{br>
{br>
{font color=3D"#000080">{a href=3D"$http$://www.thedatezone.net|=
mid.htm">www.thedatezone.net{|a>{|font>{a href=3D"$http$://67.97.160.12/%7Ea=
dmin3|#">{br>
{|a>{|strong>{|font>{|td>
{|tr>
{|table>
{br>
{p>&nbsp;{p>
{|td>
{|tr>
{|table>
{|body>
{|html>
--7.BBEEE__E.C6.1--

```

From 8u1950n2std8@earthlink.net Tue May 27 22:48:18 2003  
 Return-Path: <8u1950n2std8@earthlink.net>  
 Received: from mx.oau.org (mx.oau.org [67.96.199.25])  
 by tarpit.thrush.com (8.12.6/8.12.6) with ESMTP id h4S2mF9w016456  
 (version=TLSv1/SSLv3 cipher=DHE-RSA-AES256-SHA bits=256 verify=FAIL)  
 for <spamvictim@target.site>; Tue, 27 May 2003 22:48:17 -0400 (EDT)  
 Received: from 67.96.199.25 (CacheFlowServer@[217.219.241.66])  
 by mx.oau.org (8.12.8p1/8.12.8) with SMTP id h4S2mAkX072136  
 for <spamvictim@target.site>; Tue, 27 May 2003 22:48:13 -0400 (EDT)  
 (envelope-from 8u1950n2std8@earthlink.net)  
 Received: from [103.51.65.179]  
 by 67.96.199.25 id bvURA6lKmn9;  
 Wed, 28 May 2003 01:38:34 -0100  
 Message-ID: <jr2-3-y-w2p6q8odc\$0l0-093f@2gc.rbr.4z>  
 X-Mailer: Microsoft Outlook Express 5.00.2615.200  
 MIME-Version: 1.0  
 Content-Type: multipart/alternative;  
 boundary="9.BAC.825FEA"  
 X-Priority: 3  
 X-MSMail-Priority: Normal  
 From: "Sean Bernard" <8u1950n2std8@earthlink.net>  
 To: spamvictim@target.site  
 Subject: permanent growth, safely and without pain eut fy d qertjii yc  
 Date: Wed, 28 May 03 01:38:34 GMT

This is a multi-part message in MIME format.

--9.BAC.825FEA

Content-Type: text/html;  
 Content-Transfer-Encoding: quoted-printable

```
<html>
<head>
</head>
<body bgcolor=3D"#3366CC" text=3D"#000080">
<div align=3D"center">
  <center>
    <table border=3D"2" cellspacing=3D"0" style=3D"border:3px dashed #FFFF99=
; border-collapse: collapse" width=3D"75%" cellpadding=3D"0" id=3D"AutoNum=
ber1" bgcolor=3D"#000080" bordercolor=3D"#000000">
      <tr>
        <td width=3D"100%">
          <p align=3D"center"><b><font size=3D"5" color=3D"#FF0000"><br>
          </font><u><font color=3D"#FFFF00" size=3D"6">MALE PENILE ENLARGEMENT=
          </font><font color=3D"#FFFFFF" size=3D"6"></font>
          </u></b>
          <p align=3D"center">&nbsp;</p>
          <font face=3D"Arial" color=3D"#FFFFFF"><strong>
          <p align=3D"center">Penis Enlargement Doesn't Get Any Easier</strong>
          </font><font color=3D"#FFFFFF">
          </font></p>
          <p align=3D"center"><font face=3D"Arial" color=3D"#FFFF00">Imagine t=
ice of your:</font></p>
          <p align=3D"center"><u><b><font face=3D"Arial" color=3D"#FFFFFF">Big=
ger, Longer and Thicker Penis Now!</b></u></font></p>
```

```

    <p align=3D"center"><b>
<br>
<font size=3D"6">
    <a href=3D"http://www.fjwi39jsdfniw3hrijh.com/hv/a3.php"><font color=
=3D"#FF0000">ENTER HERE</font></a></font></b><p align=3D"center"></td>
    </tr>
</table>
</center>
</div>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">
<a href=3D"http://www.fjwi39jsdfniw3hrijh.com/content/">don't want to rece=
ive this anymore?</a></p>
</body>
</html>ywiep hv acn  xo w
oc ixz
h isj b jyuczzzb uro snliaarjyw fs savmvdkzd
ou g jr u

```

--9.BAC.825FEA--

--

>From: xw974ev34ak@earthlink.net Tue May 27 20:41:37 2003  
 Return-Path: <xw974ev34ak@earthlink.net>  
 Received: from finch-punt-12.mail.demon.net (finch-punt-12.mail.demon.net [194.217.242.36])  
 by my-ste.demon.co.uk (8.11.6/8.11.0/SuSE Linux 8.11.0-0.5.1) with SMTP id h4RJfaP06392  
 for <gateway@my-ste.demon.co.uk>; Tue, 27 May 2003 20:41:37 +0100  
 Received: from punt-1.mail.demon.net by mailstore for gateway@my-ste.demon.co.uk  
 id 1054064052:10:23820:5; Tue, 27 May 2003 19:34:12 GMT  
 Received: from host118-220.pool62211.interbusiness.it ([62.211.220.118])  
 by punt-1.mail.demon.net id ac1105980; 27 May 2003 19:33 GMT  
 Received: from c4.6wpw.com (HELO 388) [51.37.28.48]  
 by host118-220.pool62211.interbusiness.it with ESMTP id 07F10768395;  
 Tue, 27 May 2003 17:33:01 -0200  
 Message-ID: <jcj9ad-8n8r59e-k2509\$36@kxzbtq0r.lo7t>  
 From: "Francisca Drake" <xw974ev34ak@earthlink.net>  
 To: gateway@my-ste.demon.co.uk  
 Subject: SUCCESS... dwmmmk ouerah  
 Date: Tue, 27 May 03 17:33:01 GMT  
 X-Mailer: AOL 7.0 for Windows US sub 118  
 MIME-Version: 1.0  
 Content-Type: multipart/alternative;  
 boundary="1.3A1D3CC\_B..3"  
 X-Priority: 3  
 X-MSMail-Priority: Normal

This is a multi-part message in MIME format.

--1.3A1D3CC\_B..3  
 Content-Type: text/html;  
 Content-Transfer-Encoding: quoted-printable

```
<html>
<head>
<title></title>
</head>
<body>
<p><font face=3D"Verdana">*****<=
br>
<br>
How to Increase Your Penis<br>
And Stop Premature Ejaculation<br>
<br>
FREE Bottle Offer 100% Guaranteed to work.<br>
<br>
*****<br>
<br>
Take Advantage of Our FREE Bottle Offer<br>
As Seen On TV !!!<br>
<br>
<a href=3D"http://www.fjwi39jsdfniw3hrijh.com/hv/a2.php">Click here to lea=
rn more.</a><br>
<br>
_____  

<br>
LETS LOOK AT SOME FACTS:<br>
<br>
1. Most men who have troubles or difficulty with <br>
```

sexual performance, specifically loss of  
 erection firmness, won't speak openly to their  
 wives..girlfiends..etc..let alone their  
 primary care doctor.  
 2. 90% of men are unhappy with their penis  
 size & ability.  
 3. Most men are interested in enlarging their penis.  
 4. Most men currently believe the only way to  
 "really" develop a larger penis is through surgery.  
[Click here to learn more.](http://www.fjwi39jsdfniw3hrijh.com/hv/a2.php)

---

New Medical Break-Through:  
 Our Male Enlargement Pill is the most effective on the  
 market today with over 100,000 satisfied customers  
 worldwide. Our product is doctor recommended and  
 made from 100% natural ingredients.  
 One Penis Enlargement pill a day is all you need to:  
 - Increase the length of your penis by 2 to 5 full inches  
 - Make your penis thicker, longer and harder  
 - Stop you from making an embarrassing doctor visit  
 - Boost your confidence level & self-esteem  
 - Stop Premature Ejaculation  
[Click here to learn more.](http://www.fjwi39jsdfniw3hrijh.com/hv/a2.php)

---

**SATISFIED CUSTOMERS WORLDWIDE:**  
 "I've been using your product for 2 months now. I've  
 increased my length from 4" to nearly 7". Your product has  
 helped me give a little extra to the love of my life."  
 Mike Berg, USA  
 "I was amazed at how effective it was at enlarging my penis  
 size and stopping my premature ejaculation problem in just  
 three weeks!"  
 Joe Wallace, UK  
 "I'm too shy to tell the world, but I don't mind telling  
 you that I went from 3" to 6". I'm trying for even more."  
 Carl Smith, Canada  
[Click here to learn more.](http://www.fjwi39jsdfniw3hrijh.com/hv/a2.php)

rn more.</a><br>

<br>

<br>

<br>

100% Money Back Guarantee:<br>

<br>

We Guarantee our doctor approved pills to enlarge, harden<br>

and stop premature ejaculation or your money back<br>

<br>

<a href=3D"http://www.fjwi39jsdfniw3hrijh.com/hv/a2.php">Click here to inc=

rease your penis size.</a><br>

<br>

</font></p>

<p>&nbsp;</p>

<p>&nbsp;</p>

<p>&nbsp;</p>

<p>&nbsp;</p>

<p><a href=3D"http://www.fjwi39jsdfniw3hrijh.com/content/">don't want to r=

eeive this anymore?</a></p>

</body>

</html>dnzumnjiywprkzqd ed

xdld me l

eb

nvyyqsav uwkhfj a

repbph vynj pjeruwhdng

--1.3A1D3CC\_B.3--

etum-path: <kdjsdio3212@morn.magenet.com>  
 Envelope-to: kdjsdio3212@2mbit.com  
 Delivery-date: Sun, 29 Dec 2002 22:55:33 -0500  
 Received: from static053-77-151-24.nm01-c5.cpe.charter-ne.com  
 ([24.151.77.53] helo=morn.magenet.com ident=root)  
 by mail.kdjsdio3212.net with esmtp (Exim 4.10)  
 id 18Sr1Z-0001mN-00  
 for kdjsdio3212@2mbit.com; Sun, 29 Dec 2002 22:55:33 -0500  
 Received: from morn.magenet.com (kdjsdio3212@localhost.localdomain  
 [127.0.0.1])  
 by morn.magenet.com (8.12.6/8.12.6) with ESMTP id gBU3s2w9008355  
 for <kdjsdio3212@2mbit.com>; Sun, 29 Dec 2002 22:54:02 -0500  
 Received: (from kdjsdio3212@localhost)  
 by morn.magenet.com (8.12.6/8.12.6/Submit) id gBU3s2tT008354  
 for kdjsdio3212@2mbit.com; Sun, 29 Dec 2002 22:54:02 -0500  
 Received: from hostingforfun.com (user-33qt18c.dialup.mindspring.com  
 [199.174.133.12])  
 by morn.magenet.com (8.12.6/8.12.6) with SMTP id gBU3mw9008328  
 for <kdjsdio3212@magenet.com>; Sun, 29 Dec 2002 22:53:56 -0500  
 Message-Id: <200212300353.gBU3mw9008328@morn.magenet.com>  
 Subject: *girls on cam fucking*  
 To: <kdjsdio3212@magenet.com>  
 From: "Carolyn" <Carolyn9808@hostingforfun.com>  
 Date: Sun, 29 Dec 2002 22:52 -0500  
 X-pcb: d60f60360e20470560e60560760160d60040370e60570270260  
 Content-type: text/html  
 X-Text-Classification: spam

```

<x-html><HTML>
<HEAD>
<TITLE>fpa1</TITLE>
<DEFANGED_META HTTP-EQUIV="Content-Type" CONTENT="text/html; charset=iso-8859-1">
</HEAD> <BODY TEXT="#FFFFFF" BGCOLOR="#000000"> <CENTER> <TABLE WIDTH=600
BORDER=0 CELLPADDING=0 CELLSPACING=0>
  <TR>
    <TD>
      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
WIDTH=234 HEIGHT=1></TD>
    <TD>
      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
WIDTH=125 HEIGHT=1></TD>
    <TD>
      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
WIDTH=30 HEIGHT=1></TD>
    <TD>
      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
WIDTH=56 HEIGHT=1></TD>
    <TD>
      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
WIDTH=83 HEIGHT=1></TD>
    <TD>
      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
WIDTH=72 HEIGHT=1></TD>
  </TR>
<!--
  <TR>

```

```

        <TD COLSPAN=6>
            <A HREF="http://www.hopsue.com/sonnyheart/">
                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/free.gif"
WIDTH=600 HEIGHT=27 BORDER=0></A></TD>
        </TR>
-->
        <TR>
            <TD COLSPAN=6>
                <A HREF="http://www.hopsue.com/sonnyheart/">
                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_02.gif"
WIDTH=600 HEIGHT=22 BORDER=0></A></TD>
            </TR>
            <TR>
                <TD COLSPAN=6>
                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_03.gif"
WIDTH=600 HEIGHT=34></TD>
                </TR>
                <TR>
                    <TD COLSPAN=3>
                        <A HREF="http://www.hopsue.com/sonnyheart/">
                            <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_04.jpg"
WIDTH=389 HEIGHT=64 BORDER=0></A></TD>
                    <TD COLSPAN=3>
                        <A HREF="http://www.hopsue.com/sonnyheart/">
                            <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_05.gif"
WIDTH=211 HEIGHT=64 BORDER=0></A></TD>
                    </TR>
                    <TR>
                        <TD COLSPAN=3>
                            <A HREF="http://www.hopsue.com/sonnyheart/">
                                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_06.gif"
WIDTH=389 HEIGHT=31 BORDER=0></A></TD>
                        <TD COLSPAN=3>
                            <A HREF="http://www.hopsue.com/sonnyheart/">
                                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_07.gif"
WIDTH=211 HEIGHT=31 BORDER=0></A></TD>
                        </TR>
                        <TR>
                            <TD ROWSPAN=2>
                                <A HREF="http://www.hopsue.com/sonnyheart/">
                                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_08.jpg"
WIDTH=234 HEIGHT=159 BORDER=0></A></TD>
                            <TD ROWSPAN=2>
                                <A HREF="http://www.hopsue.com/sonnyheart/">
                                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_09.jpg"
WIDTH=125 HEIGHT=159 BORDER=0></A></TD>
                            <TD COLSPAN=2 ROWSPAN=2>
                                <A HREF="http://www.hopsue.com/sonnyheart/">
                                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_10.gif"
WIDTH=86 HEIGHT=159 BORDER=0></A></TD>
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                                <A HREF="http://www.hopsue.com/sonnyheart/">
                                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_11.jpg"
WIDTH=155 HEIGHT=47 BORDER=0></A></TD>
                            </TR>
                            <TR>

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        <TD>
            <A HREF="http://www.hopsue.com/sonnyheart/">
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WIDTH=83 HEIGHT=112 BORDER=0></A></TD>
        <TD>
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                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_13.gif"
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    </TR>
    <TR>
        <TD>
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                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_14.gif"
WIDTH=234 HEIGHT=63 BORDER=0></A></TD>
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            <A HREF="http://www.hopsue.com/sonnyheart/">
                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_15.gif"
WIDTH=125 HEIGHT=63 BORDER=0></A></TD>
            <A HREF="http://www.hopsue.com/sonnyheart/">
                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_16.gif"
WIDTH=241 HEIGHT=63 BORDER=0></A></TD>
    </TR>
</TABLE>

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    <p><font size="-1"><a href="http://planetarydrugs.com/main2.php?rx=18418">Order Viagra
online</a></font></p>
  </td>
  <td align="center">
    <p><font size="-1"><a href="http://track.herbalvivid.com/cgi-bin/jwsshop/jws-track.cgi?ID=herbherb
7867&Site=vivid">Penis
Enlargement</a></font></p>
  </td>
</tr>
<tr>
  <td align="center">
    <a href="http://planetarydrugs.com/main2.php?rx=18418">
    </a>
  </td>
  <td align="center">
    <a href="http://track.herbalvivid.com/cgi-bin/jwsshop/jws-track.cgi?ID=herbherb
7867&Site=vivid">
    </a>
  </td>
</tr>
</table>

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```

<div align="center">
  <hr width="80%">
  <p><font size="-1">Want to remove yourself from our lists? Go to
    <a href="http://www.computerclip.com:27223/removal/">http://www.computerclip.co
m:27223/removal/</a>.</p>
</div>

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</BODY>

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name="8.79898395838232" type="hidden"  
value="d60f60360e20470560e60560760160d60040370e60570270260">
```

```
</x-html>
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**VERIFICATION**

Under penalty of perjury, I represent and aver on this 26th day of August, 2003, that the facts set forth in the preceding Verified Complaint are true and correct. I hereby verify the Complaint.

A handwritten signature in black ink, appearing to read 'Mary Youngblood', is written over a horizontal line. To the right of the signature is a large, circular, scribbled mark.

Mary Youngblood  
Abuse Team Manager  
EarthLink, Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

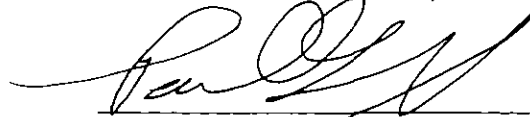
EARTHLINK, INC., )  
 )  
Plaintiff, )  
 )  
v. ) CASE NO. \_\_\_\_\_  
 )  
JOHN DOES 1-25 (the "Alabama )  
Spammers"); JOHN DOES 26-50 )  
(the "Vancouver Spammers"); and )  
JOHN DOES 51-100, )  
 )  
Defendants. )

**RULE 7.1 CERTIFICATE OF**  
**COMPLIANCE WITH LOCAL RULE 5.1**

This certifies that the foregoing Verified Complaint was prepared using 12 point Courier New font and accordingly complies with Local Rule 5.1. This certificate is given in compliance with Local Rule 7.1(D).

This 27th day of August, 2003.

**WELLBORN & BUTLER, LLC**



Paul F. Wellborn, III  
Georgia Bar No. 746720

1372 Peachtree St., N.E., Suite 204  
Atlanta, GA 30309

Phone: (404) 815-9595

Fax: (404) 815-9957

Attorney for EarthLink, Inc.